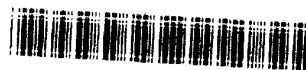


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TRADEMARKS ON

07-29-1998

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To the Honorable Commissioner of Patents and Trademarks: Please record the

100778837

## 1. Name of conveying party(ies):

International Trading Company

MNO  
7.27.98

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☒ Limited Partnership Texas  
☐ Corporation-State  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 07/17/98

## 2. Name and address of receiving party(ies)

General Electric Capital Corporation, as

Name: Agent

Internal Address: \_\_\_\_\_

Street Address: 10 S. LaSalle Street

City: Chicago State: IL Zip: 60690

☐ Individual(s) citizenship \_\_\_\_\_☐ Association \_\_\_\_\_☐ General Partnership \_\_\_\_\_☐ Limited Partnership \_\_\_\_\_☒ Corporation State New York☐ Other \_\_\_\_\_If assignee is not domiciled in the United States, a domestic designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

## 4. Application number(s) or patent number(s):

## A. Trademark Application No.(s)

75/381,287 75/441,644  
75/399,883 75/449,704

## B. Trademark Registration No.(s)

Additional numbers attached? ☐ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Meredith A. Parsons

Internal Address: Suite 5800

Latham & Watkins  
233 S. Wacker Drive

Street Address: \_\_\_\_\_

City: Chicago State: IL ZIP: 60606

## 6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115

☒ Enclosed☐ Authorized to be charged to deposit

## 8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/27/1998 DNGUYEN 00000273 75381287

DO NOT USE THIS SPACE

01 FC:481

40.00 DP

02 FC:482

75.00 DP

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Meredith A. Parsons

Name of Person Signing

Signature

07/21/98  
Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK

REEL: 1760 FRAME: 0564

## ITC TRADEMARK SECURITY AGREEMENT

ITC TRADEMARK SECURITY AGREEMENT, dated as of July 11, 1998, by INTERNATIONAL TRADING COMPANY, LTD., a Texas limited partnership (f/k/a Houston Processing Limited) ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, Iowa Ham Canning, Inc., an Iowa corporation, and International Trading Company, Ltd., a Texas limited partnership, (f/k/a Houston Processing Limited), as Borrowers, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto:

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Joinder and Amendment to Security Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified):

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Jac Pac Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Subject to Section 4 hereof, Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Jac Pac Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. INTENT-TO-USE APPLICATIONS. Notwithstanding anything herein to the contrary, this Jac Pac Trademark Security Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Grantor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-to-Use Applications"). but, rather, if and so long as Grantor's Intent-to-Use Application is pending, this Jac Pac Trademark Security Agreement shall operate only to create a security interest for collateral purposes in favor of Agent for the ratable benefit of Lenders, on such Intent-to-Use Applications as collateral security for the Obligations.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this ITC Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INTERNATIONAL TRADING COMPANY, LTD.  
as Grantor

By: Houston Processing II, Inc., a Texas  
corporation, its general partner

By: J. D. McCoy  
Name: J. McCoy  
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: Shawn P. Mayhew  
Name: Shawn P. Mayhew  
Title: Senior Vice President

SCHEDULE 1  
to  
ITC TRADEMARK SECURITY AGREEMENT  
(see attached)

TRADEMARK REGISTRATIONS

Mark Reg. No. Date

TRADEMARK APPLICATIONS

Mark Serial No.

Country Ribbon Champ, U.S. Serial No. 75/381,287

CBFA & Design, U.S. Serial No. 75/399,883  
Continental Deli Choice & Design, U.S. Serial No. 75/441, 644  
Continental Ready Slices & Design, U.S. Serial No. 75/449,704

# LATHAM & WATKINS

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DIANA LATHAM (1898 - 1974)

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TOKYO 107 JAPAN

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601 THIRD AVENUE SUITE 1000

NEW YORK, NEW YORK 10016-4807

TELEPHONE (212) 633-1200

FAX (212) 633-0004

## VIA MESSENGER

Commissioner of Patents  
and Trademarks  
Box Assignments  
Washington, D.C. 20231

Re: Trademark Security Agreement dated as of July 17, 1998 by International  
Trading Company, Ltd. in favor of General Electric Capital Corporation, as  
Agent

Dear Madam/Sir:

Enclosed is the above-referenced document for recordation. I have enclosed a check in the amount of \$115 to cover the recordation fee. Please arrange to have this document recorded and returned to me.

I can be reached collect at (312) 876-7676 if you have any questions concerning the enclosed document.

Sincerely,



Meredith A. Parsons  
Legal Assistant

Enclosure

RECORDED: 07/27/1998

TRADEMARK  
REEL: 1760 FRAME: 0569